

## Amendment No. 1 to Price Agreement DASPS-3270-19

This is Amendment No. 1 to Price Agreement DASPS-3270-19, dated October 25, 2019, as amended from time to time ("Price Agreement") between the State of Oregon, acting by and through its Department of Administrative Services Procurement Services Office ("Agency"), and Gaucha Translations LLC ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

### RECITALS

DAS PS has determined that an Amendment to the Price Agreement DASPS-3270-19 is necessary to perform certain edits or to clarify sections within the Price Agreement.

This Amendment No. 1 clarifies the initial term of the Price Agreement, removes reference to a Producers Price Index not applicable to the Services, adds reference to culturally and linguistically appropriate services (CLAS) and four-eyes model to Professional Standards, removes the "at a minimum" requirement indicating in its place "at the request of an Authorized Purchaser", clarifies the passing score of ATA examinations, and clarifies where languages not listed in the Exhibit 8 Rate Schedule are listed.

### AMENDMENT

The Price Agreement is amended as follows, (new language is indicated by **underlined and bold** font and deleted language is indicated by ~~bracketed strikethrough~~ font):

1. Edits Section 5.1 clarifying the initial term and removing reference to a PPI index that does not apply to Translation Services.
  - a. The proposed Billing Rates and commission rates must remain in effect and firm for the ~~[first two years]~~ **initial term that** this Price Agreement is in effect ~~[(the initial Term (one year) plus the first year of any Extension Term). Billing rates and commission rates will not be subject to adjustment at the first extension (the extension of the initial one-year Term)].~~ Thereafter, Billing Rate and commission rate de-escalation or escalation requests shall be subject to DAS approval and must be submitted at least 60 days prior to the expiration of any term. ~~[Rates shall be tied to the Producers Price Index Series PCU54181-54181- for Employment Services, which must be referenced to calculate rate de-escalation or escalation.]~~
2. Edits Section 7.1 to reflect the following changes;
  - a. The initial term of this Price Agreement shall be ~~[one (1)]~~ **two (2) years**, beginning on the date this Price Agreement has been executed and all required approvals have been obtained (the "Term").
3. Edits Section 14.5 to reflect the following changes;
  - a. Professional Standards. Contractor has the skill and knowledge possessed by well-informed members of its profession, industry, or trade and Contractor will apply that skill and knowledge with care and diligence and perform all Services in a timely, professional manner in accordance with the highest standards applicable to Contractor's profession, industry, or trade[;] **(e.g. Culturally and Linguistically Appropriate Services (CLAS) or Four-Eyes Model)**
4. Edits Exhibit 1 reflect the following changes;

- a. Exhibit 1 Section 1.3

**At AP's request** [~~F~~] individual Purchase Orders or Service Order Contracts shall contain [~~at a minimum~~] the following project related detail:

- b. Exhibit 1 Section 2.5.1

Individual Purchase Orders or Service Order Contracts shall contain [~~at a minimum~~] the information in Section 1.3 **when requested by an AP.**

5. Edits Exhibit 4 adds Section 2.2.13 as follows;

- a. **2.2.13 Any industry standards such as Culturally and Linguistically Appropriate Services (CLAS) or Four-Eyes Model to be applied to a particular service request.**

6. Edits Exhibit 5 to reflect the following changes;

- a. Preference will be given to Contractors whose translators:
  - a. Hold the American Translator Association (ATA)<sup>1</sup> Certification in ATA certifiable languages;  
Or
  - b. [~~Score at least 18-25 points~~]**Hold a passing score (0-17)** on at least one of the two exam texts in the ATA examination.<sup>2</sup>

7. Edits Exhibit 8 to reflect the following changes;

- a. "All other languages translated by the Contractor shall be listed in [~~Exhibit 1—Statement of Services~~] **the Oregon Procurement Information Network Trailer Comments for the Price Agreement**".

#### **CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS**

1. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
2. Contractor shall comply with the provisions of ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based upon sex. Within thirty (30) days of the Amendment Effective Date, Contractor shall provide to Agency a Pay Equity Compliance Certificate, issued to the Contractor by the Oregon Department of Administrative Services.
3. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Price Agreement, Contractor shall maintain, throughout the duration of this Price Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the Contractor's policy and practice.
4. Contractor shall comply with all federal laws applicable to the Contractor and to the Goods or Services to be provided under the Price Agreement, including but not limited to: 40 CFR 1506.5(c) related to potential conflicts. Other than the compensation due under the Price Agreement, Contractor has no financial or other interest in the outcome of the project.

Except as expressly amended above, all other terms and conditions of Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Agreement.

**Certification:**

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Contractor’s correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
  - i. Contractor is exempt from backup withholding;
  - ii. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- c. for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of:
  - i. all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and
  - ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor; and
  - iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- d. in the event that Contractor is a general partnership or joint venture, that Contractor’s signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

**Gaucha Translations LLC**

*Helen Eby*

By: Helen Eby  
 Title: Owner  
 Date: August 7, 2020  
 FEID # 46-2711640

**STATE OF OREGON, acting by and through its  
Department of Administrative Services  
Procurement Services Office**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved pursuant to ORS 291.047

By: Not Required  
 Assistant Attorney General  
 Date: \_\_\_\_\_